

11. These clauses comport with my understanding of the relationship between Kaspersky USA and Kaspersky Moscow. Kaspersky USA is simply a middleman for the limited purpose of reselling Kaspersky Moscow's products in the United States. We have no control or say in how Moscow does business, over the design and development of its products, or over other matters of the Russian company.

12. Likewise, Kaspersky USA has no relationship with or control over the OEMs who may bundle Kaspersky software with their computer products.

13. I have reviewed Zango's motion for a Temporary Restraining Order. I note that Zango has asked the Court to order Kaspersky USA to "eliminate all references to Zango's products . . ." in Kaspersky's anti-virus software and detection databases. Kaspersky USA would have no means to do so because it has no license, authority, or means to alter the Kaspersky software. The software remains under Kaspersky Moscow's control. Kaspersky USA has no way to order Kaspersky Moscow to make any revisions to the software. Nor does Kaspersky USA have any way to order the OEM's to change the software.

PURSUANT TO 28 U.S.C. § 1746, I DECLARE UNDER PENALTY OF PERJURY  
THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on June 1, 2007.

By /s/ Angelo Gentile  
Angelo Gentile  
Chief Financial Officer  
Kaspersky Lab, Inc.

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DECLARATION OF ANGELO GENTILE IN SUPPORT OF  
OPPOSITION TO PLAINTIFF’S MOTION FOR TRO  
(C-07-0807-JCC) — 4

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